

Debrah Kramer
Trustee of the Estate of Nube Rocio Lucas
United States Bankruptcy Court
271-C Cadman Plaza East
Suite 1595
Brooklyn NY 11201-1800
Case # 1-20-41537 (Nube Rocio Lucas)

Dear Mrs. Kramer.

My name is Sandro F. Lucas, and I am the fourth child of the defendant Julia M. Sacta (JMS). My mother has signed a power of attorney (POA) (see enclosure 1) over to me so that I may speak in her behalf in the matter of Kramer versus Sacta.

Ma'am, I will begin by introducing myself. I am the fourth child of Julia Sacta, I am a father of three boys, two cats and two dogs. I am a legal resident of the state of Virginia where I work for the Department of the Army as an analyst. I previously served in the United States Army for 10 years and I was medically discharged from the Army due to combat related injuries. I served in theater of operations in Iraq in 2003 to 2004 and again in 2005 to 2006. I am the recipient of 3 Army Commendation Medals, 5 Army Achievement Medals, an Iraqi Freedom Medal w/4 Stars, a Global War on Terrorism Expeditionary Medal, and other prestigious awards. But most importantly I was raised in the military as a combat arms soldier to do what's right even when no one is looking and to help those who need help.

I am writing to you directly today because we did not retain James P. Pagano ESQ as our attorney. I want to address an injustice that is currently taking place against my mother (JMS). On March 12, 2020, my sister Nube R. Lucas (NRL) petition for Chapter 7 protection; however, it is my belief that NRL was less than forthright when declaring all her assets. This has caused the court to pursue liquidation of the property located at 59-34 Summerfield Street, Ridgewood NY 11385. On paper NRL owns 98% of the property and JMS owns 2%; although, it is not directly relevant to the bankruptcy case, I will be initiating a civil case against NRL due to JMS and my brother Jeronimo D. Lucas (JDL), whom is the previous owner of the home stating that they never signed the property deed over to NRL. However, I cannot begin to file suit until the property is clear from liquidation. I

am here asking you to consider denying bankruptcy to NRL and referring her case to the appropriate agency so that she may be prosecuted for filing wrongfully for bankruptcy. Below, I have outlined all the evidence that I have found in the limited time available which has led me to request denial of bankruptcy and pursuit of legal action against NRL.

After reviewing Official Form 101 (see enclose 2) (Voluntary Petition for Individuals Filing Bankruptcy) I noted the following discrepancies.

- On page
- 2, question 5 (see enclosure 2), NRL claims homestead at 1626 Hancock Street Ridgewood NY 11385; however, she resides at 5934 Summerfield Street, Ridgewood NY 11385 on the 1st floor of the dwelling. As proof in enclosure 3, I provide pictures and letters that are being delivered to NRL at this property. Page 1 displays a FedEx package deliver to the property on December 2, 2020, and page 2 displays the tracking for this package. The tracking information was obtained from:
https://www.fedex.com/apps/fedextrack/?action=track&trackingnumber=921715255327&cntry_code=us&locale=en_US. The remainder of the enclosure contains pictures of more mail and packages received at the property to include letters from the City of New York.
- Located in enclosure 6, is a police report filed on April 20, 2020, 5 weeks after NRL filed for bankruptcy protection and claim homestead at 1626 Hancock Street Ridgewood NY 11385. In this police report, JMS filed for domestic violence against NRL. Within this report, the home address for NRL is listed as 5934 Summerfield Street, Ridgewood NY 11385.
- On enclosure 2, question 12 (page) NRL states that she is not the sole proprietor of a business; however, I present for your consideration on enclosure 4, page 11 through 15. These documents display a business named “MyPlace” which she owns in the Country of Ecuador, City of Montecristi. These documents were notarized and are at your disposal.
- Per page 8, question 4, NRL claims a total monthly income of \$3446.67. However, her husband, Miguel F. Chiqui (MFC) whom to my understanding is an illegal immigrant owns a property located at 1446 Green Avenue, Brooklyn NY 11237 (see enclosure 5 for property deed). This is a two-apartment dwelling with a finished basement from where they collect rent. The rent is collected through a 3rd party agency. I am uncertain if this income should have been declared; however, it is income that is available to her.
- According to Official Form 106A/B, question 1.1 (page 14), NRL declared owning only one property and its location is 1626 Hancock Street, Ridgewood NY 11385 and this is the property where she is also claiming homestead exemption. However, I ask you to consider the following evidence. NRL did not declare

the property being liquidated (59-34 Summerfield Street, Ridgewood NY 11385), she also resides at this property. Moreover, NRL owns several properties abroad in the country of Ecuador, City of Montecristi. Enclosure 4 pages 1 through 6 display land that NRL owns. Page 7 through 11 display the registration for a business call "MyPlace" that was mentioned before as well as the contract for the property. Pages 12, 13 and 14 are the deeds for three different properties that NRL owns. Pages 14 through 16 are documents required by the City of Montecristi, Ecuador to verify her identity. These documents include, Ecuadorian Citizenship Card, U.S. Passport, and a set of NRL fingerprints. These documents were also notarized and are at your disposal.

- NRL also claims 3 dependents even though MFC (her husband) is the only person that NRL shares living quarters with. NRL has 2 sons, the oldest Anderson Chiqui (AC) claims legal residence at 157 McDougal Street, Brooklyn NY 11233, he resides there with his girlfriend. Her younger son Brian Chiqui (BC) is a legal resident of Indianapolis, Indiana. BC shares living quarters with one of his paternal uncles.

I was also informed by my previous attorney that NRL has petitioned to change the Bankruptcy Chapter 7 to a Chapter 13. I ask myself and if I had contact with NRL, I would ask her the following question also. "What drastic change took place in your life in the past 9 months that now you can afford to pay your debt." I pose this question because, this change may signify that in fact she does have additional income that was not declared.

Mrs. Kramer, I was raised to do what is right even when no one is looking. This was further stilled in me by the US Military. Today I ask you to consider all the evidence that I present to you in bankruptcy case 1-20-41537 (Nube Rocio Lucas). I ask you to deny relief to NRL through Bankruptcy 7 and deny consideration to switch to Chapter 13 and forward this case to the appropriate agency so that NRL may be prosecuted.

Respectfully,

Sandro F Lucas

Mr. Sandro F. Lucas

(270) 748-3624

sandrolucas@ymail.com or sandro.f.lucas@us.army.mil

Enclosure 1

Power of Attorney New York Statutory Short Form

(a) **CAUTION TO THE PRINCIPAL:** Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.


The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

(b) DESIGNATION OF AGENT:

I, Julia Marina Sacta, presently residing at 59-34 Summerfield Street, Ridgewood, NY 11385, hereby appoint my son, Sandro Felipe Lucas, presently residing at 7575 Duneiden Lane, Manassas, VA 20109, as my agent.

If you designate more than one agent above, they must act together unless you initial the statement below.

 My agents may act SEPARATELY.

(c) **DESIGNATION OF SUCCESSOR AGENT:** (OPTIONAL)

1. ☒ If any agent designated above is unable or unwilling to serve, I appoint as my successor agent(s), my **daughter-in-law, Kristi Elain Lucas**, presently residing at **7575 Duneiden Lane, Manassas, VA 20109** and my **son, Jeronimo Lucas**, presently residing at **59-34 Summerfield Street, Ridgewood, NY 11385**

Successor agents designated above must act together unless you initial the statement below.

☒ My successor agents may act SEPARATELY.

2. ☐ I elect not to designate a successor agent.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

(d) **EFFECT OF SUBSEQUENT INCAPACITY:** This POWER OF ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications".

(e) **REVOCATION OF PRIOR POWER(S) OF ATTORNEY:** This POWER OF ATTORNEY DOES NOT REVOKE any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications".

If you do NOT intend to revoke your prior Powers of Attorney, and if you have granted the same authority in this Power of Attorney as you granted to another agent in a prior Power of Attorney, each agent can act separately unless you indicate under "Modifications" that the agents with the same authority are to act together.

(f) **GRANT OF AUTHORITY:**

To grant your agent some or all of the authority below, either (1) Initial the bracket at each authority you grant, or (2) Write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

- ☐ (A) real estate transactions;
☐ (B) chattel and goods transactions;

- ☐ (C) bond, share, and commodity transactions;
☐ (D) banking transactions;
☐ (E) business operating transactions;
☐ (F) insurance transactions;
☐ (G) estate transactions;
☐ (H) claims and litigation;
☐ (I) personal and family maintenance: If you grant your agent this authority, it will allow the agent to make gifts that you customarily have made to individuals, including the agent, and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five hundred dollars;
☐ (J) benefits from governmental programs or civil or military service;
☐ (K) health care billing and payment matters; records, reports, and statements;
☐ (L) retirement benefit transactions;
☐ (M) tax matters;
☐ (N) all other matters;
☐ (O) full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select;
☒ (P) EACH of the matters identified by the following letters
A,B,C,D,E,F,G,H,I,J,K,L,M,N and O
You need not initial the other lines if you initial line (P).

(g) **MODIFICATIONS:** (OPTIONAL)

In this section, you may make additional provisions, including language to limit or supplement authority granted to your agent. However, you cannot use this Modifications section to grant your agent authority to make gifts or changes to interests in your property. If you wish to grant your agent such authority, **you MUST complete the Statutory Gifts Rider.**

1. ☐ There are no modifications to this Power of Attorney.
2. ☐ The following modifications are made with respect to the **Revocation** paragraph (e) of this Power of Attorney:
 - ☐ This document revokes all powers of attorney I have previously executed.
 - ☐ This document revokes all general powers of attorney I have previously executed, but does not revoke any powers of attorney previously executed by me for a specific or limited purpose, unless I have specified

otherwise

herein

_____. It shall not revoke any power executed as part of a contract I signed or for the management of any bank or securities account.

- (___) This power of attorney shall not be revoked by any subsequent power of attorney I may execute, unless such subsequent power specifically provides that it revokes this power by referring to the date of my execution of this document.
 - d. (___) Whenever two or more powers of attorney are valid at the same time, the agents appointed on each shall act separately, unless specified differently in the documents.
3. (___) The following modification is made with respect to the **Grant of Authority** paragraph (f) of this Power of Attorney, by granting authority to my agent(s) with respect to the following:
- a. (___) **Expanded Tax Powers** – power to prepare, sign and file all tax returns; power to sign Internal Revenue Service Powers of Attorney and Powers of Attorney of other taxing authorities; power to settle tax disputes, file refund claims, to sign agreements extending the statute of limitations, and to represent me before any taxing authority or any court in connection with any tax matters.
 - b. (___) **Expanded Government Benefits** – power to (i) deal with Medicare and Medicaid applications, claims, litigation and settlement; (ii) endorse, collect, negotiate, deposit, or withdraw Social Security and/or other pension or benefit checks; (iii) provide principal with personal health care services from others; and (iv) retain attorneys and similar professionals concerning the principal's property and affairs and to pay the same.
 - c. (___) **Expanded Retirement Benefits** – power to deal with retirement plans, including individual retirement accounts, rollovers, and voluntary contributions.
 - d. (___) **Expanded Business Powers** – power to borrow funds to avoid a forced liquidation of assets; power to enter into buy-sell agreements; power to pay salaries of employees.
 - e. (___) **HIPAA Powers** – to have access to, or to disclose or authorize the disclosure of, my health records or information, including “protected health information” as that term is defined by the federal Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA); to exercise any of my rights with respect to such health records or information under any federal, state or other law or regulation including HIPAA and the federal Privacy Rule.

- ☐ **Safe Deposit Box** – Power to access safe deposit boxes.
- g. ☐ **Statutory Elections and Disclaimers** – Power to make statutory elections and disclaimers.
- h. ☐ **Litigation** – Power to settle, pursue or appeal litigation on behalf of the principal.
- i. ☐ **Digital Assets** – Power to: (a) access, use, and control my digital devices, to include but not be limited to, desktops, laptops, tablets, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops for the purpose of accessing, modifying, deleting, controlling, or transferring my digital assets, (b) access, modify, delete, control, and transfer my digital assets, wherever located and to include but not be limited to, my emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, banking accounts, domain registrations, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts, and similar digital items which currently exist or may exist as technology develops, and (c) obtain, access, modify, delete, and control my passwords and other electronic credentials associated with my digital devices and digital assets described above (This authority is intended to constitute "lawful consent" to a service provider to divulge the contents of any communication under The Stored Communications Act (currently codified as 18 U.S.C. §§ 2701 et seq.), to the extent such lawful consent is required, and an agent acting hereunder shall be an authorized user for purposes of applicable computer-fraud and unauthorized-computer-access laws.).

4. ☐ The following modification is made with respect to the **Designation of Monitor** paragraph (i) of this Power of Attorney: Unless reasonable cause exists to require otherwise, the agent shall not be obligated by the monitor to provide financial details or accountings more frequently than annually.

5. ☐ The following modifications are made with respect to the **Compensation of Agent** paragraph (j) of this Power of Attorney:

- a. ☐ Agent shall be compensated for services in handling my financial affairs at the same rate as that of an executor or administrator of an estate, and may pay said compensation from the funds in his/her hands following the close of each calendar year or more frequently. The commission shall be calculated upon the amount of money received by him/her as income and upon income paid out, whether such income is derived from the corpus of the estate or from any other source, and also a commission for receiving and paying out corpus of the estate paid out during the period. The commissions on income and principal shall commence each year at the

initial bracket. If agent is an attorney and performs any legal services for me, agent shall be entitled to reasonable attorney's fees apart from and in addition to the compensation provided for herein.

- b. ☐ My agent(s) shall be compensated at a rate of \$_____/hour for services rendered pursuant to this Power of Attorney.

(h) CERTAIN GIFT TRANSACTIONS: STATUTORY GIFTS RIDER (OPTIONAL)

In order to authorize your agent to make gifts in excess of an annual total of \$500 for all gifts described in (l) of the grant of authority section of this document (under personal and family maintenance), you must initial the statement below and execute a Statutory Gifts Rider at the same time as this instrument. Initialing the statement below by itself does not authorize your agent to make gifts. The preparation of the Statutory Gifts Rider should be supervised by a lawyer.

☐ (SGR) I grant my agent authority to make gifts, in accordance with the terms and conditions of the Statutory Gifts Rider that supplements this Power of Attorney.

(i) DESIGNATION OF MONITOR(S): (OPTIONAL)

If you wish to appoint monitor(s), initial and fill in the section below:

☐ I wish to designate _____, whose address(es) is (are) _____, as monitor(s).

Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the Power of Attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

(j) COMPENSATION OF AGENT(S): (OPTIONAL)

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, initial the statement below. If you wish to define "reasonable compensation", you may do so above, under "Modifications".

☐ My agent(s) shall be entitled to reasonable compensation for services rendered.

☐ "Reasonable compensation" is defined in the Modifications paragraph (g).

(k) **ACCEPTANCE BY THIRD PARTIES:** I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

(l) **TERMINATION:** This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in section 5-1511 of the General Obligations Law.

Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

(m) **SIGNATURE AND ACKNOWLEDGMENT:**

IN WITNESS WHEREOF I have hereunto signed my name on [OCTOBER] 26, 2020.

PRINCIPAL:



[JULIA MARINA SACTA]

STATE OF NEW YORK}

COUNTY OF QUEENS} ss.:

On the 26 day of Oct, in the year 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Julia Marina Sacta, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Shirley Jaramillo
Notary Public, State of New York
No. 01JA6018932

Qualified in Queens County
Commission Expires Feb. 1, 2023



Notary Public

(n) **IMPORTANT INFORMATION FOR THE AGENT:**

When you accept the authority granted under this Power of Attorney, a special

legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in this document, which is either a Statutory Gift Rider attached to a Statutory Short Form Power of Attorney or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent:

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

(o) **AGENTS' SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:** It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I, **[SANDRO FELIPE LUCAS]**, have read the foregoing Power of Attorney. I am a person identified therein as agent for the principal named therein. I acknowledge my legal responsibilities.

Dated: [OCTOBER] 26, 2019 AGENT:

A handwritten signature in black ink, appearing to read "Sandro Felipe Lucas", is written over a horizontal line.

[SANDRO FELIPE LUCAS]

STATE OF NEW YORK}

COUNTY OF QUEENS} ss.:

On the 26 day of Oct, in the year 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Sandro Felipe Lucas, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Shirley Jaramillo
Notary Public, State of New York
No. 01JA6018932
Qualified in Queens County
Commission Expires Feb. 1, 2023

Notary Public

(p) SUCCESSOR AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT: It is not required that the principal and the SUCCESSOR agent (s), if any, sign at the same time, nor that multiple SUCCESSOR agents sign at the same time. Furthermore, successor agents can not use this power of attorney unless the agent(s) designated above is/are unable or unwilling to serve.

I, **[KRISTI ELAIN LUCAS]**, have read the foregoing Power of Attorney. I am the person identified therein as SUCCESSOR agent for the principal named therein. I acknowledge my legal responsibilities.

Dated: OCTOBER 26, 2020

SUCCESSOR AGENT:

Kristi E Lucas
[KRISTI ELAIN LUCAS]

STATE OF NEW YORK}

COUNTY OF QUEENS} ss.:

On the 26 day of Oct, in the year 2020 before me, the undersigned, a Notary Public in and for said state, personally appeared Kristi Elain Lucas, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person or the entity

upon behalf of which the person acted, executed the instrument.

Shiney Jaramillo
Notary Public, State of New York
No. 01JA6018932
Qualified in Queens County
Commission Expires Feb. 1, 2023

Notary Public

(p) **SUCCESSOR AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:** It is not required that the principal and the SUCCESSOR agent (s), if any, sign at the same time, nor that multiple SUCCESSOR agents sign at the same time. Furthermore, successor agents can not use this power of attorney unless the agent(s) designated above is/are unable or unwilling to serve.

I, [JERONIMO LUCAS], have read the foregoing Power of Attorney. I am the person identified therein as SUCCESSOR agent for the principal named therein. I acknowledge my legal responsibilities.

Dated: OCTOBER 26, 2020

SUCCESSOR AGENT:

JERONIMO LUCAS
[JERONIMO LUCAS]

STATE OF NEW YORK}

COUNTY OF QUEENS} ss.:

On the 26 day of Oct, in the year 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Jeronimo Lucas, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Shiney Jaramillo
Notary Public, State of New York
No. 01JA6018932
Qualified in Queens County
Commission Expires Feb. 1, 2023

Notary Public

Enclosure 2

Fill in this information to identify your case:

United States Bankruptcy Court for the:

EASTERN DISTRICT OF NEW YORK

Case number (if known)

Chapter you are filing under:

☒ Chapter 7

☐ Chapter 11

☐ Chapter 12

☐ Chapter 13

☐ Check if this an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/15

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, “Do you own a car,” the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

Nube

First name

Rocio

Middle name

Lucas

Last name and Suffix (Sr., Jr., II, III)

First name

Middle name

Last name and Suffix (Sr., Jr., II, III)

2. All other names you have used in the last 8 years

Include your married or maiden names.

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

xxx-xx-4395

Debtor 1 Nube Rocio Lucas

Case number (if known) _____

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years

☒ I have not used any business name or EINs.

☐ I have not used any business name or EINs.

Include trade names and doing business as names

Business name(s) _____

Business name(s) _____

EINs _____

EINs _____

5. Where you live

1626 Hancock Street
Ridgewood, NY 11385

Number, Street, City, State & ZIP Code

Queens

County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

If Debtor 2 lives at a different address:

Number, Street, City, State & ZIP Code

County

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

6. Why you are choosing this district to file for bankruptcy

Check one:

☒ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason.
Explain. (See 28 U.S.C. § 1408.)

Check one:

☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason.
Explain. (See 28 U.S.C. § 1408.)

Debtor 1 Nube Rocio Lucas

Case number (if known) _____

Part 2: Tell the Court About Your Bankruptcy Case

7. The chapter of the Bankruptcy Code you are choosing to file under
- Check one. (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)*). Also, go to the top of page 1 and check the appropriate box.
- ☒ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
-
8. How you will pay the fee
- ☒ I will pay the entire fee when I file my petition. Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- ☐ I need to pay the fee in installments. If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- ☐ I request that my fee be waived (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.
-
9. Have you filed for bankruptcy within the last 8 years?
- ☒ No.
- ☐ Yes.
- | | | |
|----------------|------------|-------------------|
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |
-
10. Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?
- ☒ No
- ☐ Yes.
- | | |
|----------------|---------------------------|
| Debtor _____ | Relationship to you _____ |
| District _____ | When _____ |
| Debtor _____ | Relationship to you _____ |
| District _____ | When _____ |
-
11. Do you rent your residence?
- ☒ No. Go to line 12.
- ☐ Yes. Has your landlord obtained an eviction judgment against you and do you want to stay in your residence?
- ☐ No. Go to line 12.
- ☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

Debtor 1 Nube Rocio Lucas

Case number (if known) _____

Part 3: Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

☒ No. Go to Part 4.

☐ Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any _____

Number, Street, City, State & ZIP Code _____

Check the appropriate box to describe your business:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

☒ No. I am not filing under Chapter 11.

☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.

☐ Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

☒ No.

☐ Yes. What is the hazard? _____

If immediate attention is needed, why is it needed? _____

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

Where is the property? _____

Number, Street, City, State & Zip Code _____

Debtor 1 Nube Rocio Lucas

Case number (if known)

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

- ☒ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- ☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

- ☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- ☐ I am not required to receive a briefing about credit counseling because of:

- ☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
- ☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
- ☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

- ☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- ☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

- ☐ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- ☐ I am not required to receive a briefing about credit counseling because of:

- ☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
- ☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
- ☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 Nube Rocio Lucas

Case number (if known)

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?	<p>16a. Are your debts primarily consumer debts? Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input type="checkbox"/> No. Go to line 16b.</p> <p><input checked="" type="checkbox"/> Yes. Go to line 17.</p>
	<p>16b. Are your debts primarily business debts? Business debts are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.</p> <p><input type="checkbox"/> No. Go to line 16c.</p> <p><input type="checkbox"/> Yes. Go to line 17.</p>
	<p>16c. State the type of debts you owe that are not consumer debts or business debts</p>
17. Are you filing under Chapter 7?	<p><input type="checkbox"/> No. I am not filing under Chapter 7. Go to line 18.</p>
Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?	<p><input checked="" type="checkbox"/> Yes. I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>
18. How many Creditors do you estimate that you owe?	<p><input checked="" type="checkbox"/> 1-49</p> <p><input type="checkbox"/> 50-99</p> <p><input type="checkbox"/> 100-199</p> <p><input type="checkbox"/> 200-999</p>
	<p><input type="checkbox"/> 1,000-5,000</p> <p><input type="checkbox"/> 5001-10,000</p> <p><input type="checkbox"/> 10,001-25,000</p>
	<p><input type="checkbox"/> 25,001-50,000</p> <p><input type="checkbox"/> 50,001-100,000</p> <p><input type="checkbox"/> More than 100,000</p>
19. How much do you estimate your assets to be worth?	<p><input type="checkbox"/> \$0 - \$50,000</p> <p><input type="checkbox"/> \$50,001 - \$100,000</p> <p><input type="checkbox"/> \$100,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 - \$1 million</p>
	<p><input checked="" type="checkbox"/> \$1,000,001 - \$10 million</p> <p><input type="checkbox"/> \$10,000,001 - \$50 million</p> <p><input type="checkbox"/> \$50,000,001 - \$100 million</p> <p><input type="checkbox"/> \$100,000,001 - \$500 million</p>
	<p><input type="checkbox"/> \$500,000,001 - \$1 billion</p> <p><input type="checkbox"/> \$1,000,000,001 - \$10 billion</p> <p><input type="checkbox"/> \$10,000,000,001 - \$50 billion</p> <p><input type="checkbox"/> More than \$50 billion</p>
20. How much do you estimate your liabilities to be?	<p><input type="checkbox"/> \$0 - \$50,000</p> <p><input type="checkbox"/> \$50,001 - \$100,000</p> <p><input checked="" type="checkbox"/> \$100,001 - \$500,000</p> <p><input type="checkbox"/> \$500,001 - \$1 million</p>
	<p><input type="checkbox"/> \$1,000,001 - \$10 million</p> <p><input type="checkbox"/> \$10,000,001 - \$50 million</p> <p><input type="checkbox"/> \$50,000,001 - \$100 million</p> <p><input type="checkbox"/> \$100,000,001 - \$500 million</p>
	<p><input type="checkbox"/> \$500,000,001 - \$1 billion</p> <p><input type="checkbox"/> \$1,000,000,001 - \$10 billion</p> <p><input type="checkbox"/> \$10,000,000,001 - \$50 billion</p> <p><input type="checkbox"/> More than \$50 billion</p>

Part 7: Sign Below

For you	I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.
	If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.
	If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).
	I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.
	I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.
	/s/ Nube Rocio Lucas
	Nube Rocio Lucas
	Signature of Debtor 1
	Signature of Debtor 2
	Executed on March 12, 2020
	Executed on MM / DD / YYYY
	MM / DD / YYYY

Debtor 1 Nube Rocio Lucas

Case number (if known) _____

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page.

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

/s/ William H. Salgado

Date

March 12, 2020

Signature of Attorney for Debtor

MM / DD / YYYY

William H. Salgado

Printed name

William H. Salgado

Firm name

40-62 Gleane StreetElmhurst, NY 11373

Number, Street, City, State & ZIP Code

Contact phone (718)458-0047

Email address

salgadolaw@att.net

Bar number & State

Fill in this information to identify your case:

Debtor 1	Nube Rocio Lucas		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	EASTERN DISTRICT OF NEW YORK		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets

		Your assets Value of what you own
1. Schedule A/B: Property (Official Form 106A/B)		
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$	1,300,000.00
1b. Copy line 62, Total personal property, from Schedule A/B.....	\$	17,820.00
1c. Copy line 63, Total of all property on Schedule A/B.....	\$	1,317,820.00

Part 2: Summarize Your Liabilities

		Your liabilities Amount you owe
2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D)		
2a. Copy the total you listed in Column A, <i>Amount of claim</i> , at the bottom of the last page of Part 1 of Schedule D...	\$	334,910.70
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 106E/F)		
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of Schedule E/F.....	\$	0.00
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of Schedule E/F.....	\$	25,008.35
Your total liabilities		\$ 359,919.05

Part 3: Summarize Your Income and Expenses

4. Schedule I: Your Income (Official Form 106I)		
Copy your combined monthly income from line 12 of Schedule I.....	\$	3,466.67
5. Schedule J: Your Expenses (Official Form 106J)		
Copy your monthly expenses from line 22c of Schedule J.....	\$	3,411.00

Part 4: Answer These Questions for Administrative and Statistical Records

6. **Are you filing for bankruptcy under Chapters 7, 11, or 13?**
- ☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
- ☒ Yes
7. **What kind of debt do you have?**
- ☒ **Your debts are primarily consumer debts.** Consumer debts are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
- ☐ **Your debts are not primarily consumer debts.** You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.

Debtor 1 Nube Rocio Lucas

Case number (if known)

8. From the **Statement of Your Current Monthly Income**: Copy your total current monthly income from Official Form 122A-1 Line 11; OR, Form 122B Line 11; OR, Form 122C-1 Line 14.

\$ 3,466.67

9. Copy the following special categories of claims from Part 4, line 6 of **Schedule E/F**:

Total claim

From Part 4 on **Schedule E/F**, copy the following:

9a. Domestic support obligations (Copy line 6a.)	\$	<u>0.00</u>
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	\$	<u>0.00</u>
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	\$	<u>0.00</u>
9d. Student loans. (Copy line 6f.)	\$	<u>0.00</u>
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	\$	<u>0.00</u>
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+\$	<u>0.00</u>

9g. **Total.** Add lines 9a through 9f.\$ 0.00

Fill in this information to identify your case and this filing:

Debtor 1	Nube Rocio Lucas		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: EASTERN DISTRICT OF NEW YORK			
Case number			

☐ Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

☐ No. Go to Part 2.

☒ Yes. Where is the property?

1.1

1626 Hancock Street

Street address, if available, or other description

Ridgewood NY 11385-0000

City State ZIP Code

Queens

County

What is the property? Check all that apply

- ☐ Single-family home
☐ Duplex or multi-unit building
☐ Condominium or cooperative
☐ Manufactured or mobile home
☐ Land
☐ Investment property
☐ Timeshare
☒ Other 2 Family Dwelling

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$1,300,000.00
0

Current value of the portion you own?

\$1,300,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Fee simple

☐ Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$1,300,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on Schedule G: Executory Contracts and Unexpired Leases.

Enclosure 3

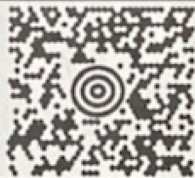
DO NOT RE-POST/DO NOT FWD

2 LBS

1 OF 1

ASURION
1850 MIDWAY LANE
SMYRNA TN 37167

SHIP (917) 539-1952
TO: NUBE LUCAS
5934 SUMMERFIELD ST
RIDGEWOOD NY 11385-5937

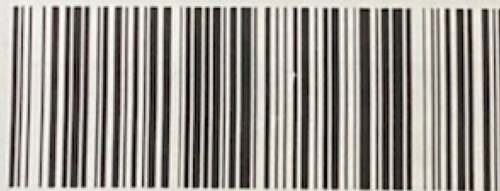


NY 111 1-31



UPS NEXT DAY AIR SAVER
TRACKING #: 1Z 63X 708 13 1381 9975

1P



BILLING: P/P
REF1: WCF05846744
REF2: WCF05846744 : SVCDY:22:22:57

CWE 13.7 PDF 28.5V 04/2020

921715255327 

Delivered
Wednesday 12/02/2020 at 3:26 pm



DELIVERED

Signature not required

[GET STATUS UPDATES](#)[OBTAIN PROOF OF DELIVERY](#)

FROM

Mechanicsburg, PA US

TO


RIDGEWOOD, NY US

[Travel History](#)[Shipment Facts](#)

Local Scan Time



Wednesday, 12/02/2020			
	3:26 pm	Ridgewood, NY	Delivered
Left at front door. Signature Service not requested.			

[Expand History](#) 

Tuesday, 12/01/2020			
	12:00 am	MIDDLETOWN, PA	Picked up

My Shipments

[All \(0\)](#) [Inbound \(0\)](#) [Outbound \(0\)](#) [Watch \(0\)](#)



Bureau of Customer Services
59-17 Junction Boulevard
Flushing, New York 11373-5108

Return Service Requested

Save Water
Printed on Recycled Paper

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAYABLE TO
BROOKLYN, NY 11201
PERMIT NO. 183

A B L W 120 8000603298001 C

NUBE LUCAS
5934 SUMMERFIELD ST
FLUSHING NY 11385-5937

GET A \$10 CREDIT!!
Sign up TODAY for Monthly eBill
at nyc.gov/dep



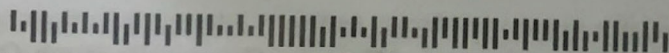
Department of Finance

66 JOHN STREET
ROOM 104 MAILROOM
NEW YORK NY 10038

OFFICIAL COMMUNICATION

ELECTRONIC SERVICE REQUEST

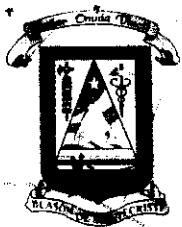
1523011521 PRESORT 11521 2 AV 0.386 P1C85 <345>



#543250120081401#

LUCAS, NUBE
5934 SUMMERFIELD ST
FLUSHING NY 11385-5937

Enclosure 4



Gobierno Autónomo Descentralizado Municipal del Cantón Montecristi

SOLICITUD PARA SEÑALAMIENTO DE CARACTERÍSTICAS DE USO Y OCUPACIÓN DE SUELO

ESPECIE VALORADA
USD 2,00

Nº 0019275

FORMULARIO A

Expedido mediante ordenanza No. _____ del _____

Montecristi, 13 de Septiembre de 20

Señor Director:
DEPARTAMENTO DE PLANIFICACIÓN
Presente.-

Yo, CELESTINO JERONIMO CARRILLO ROBLES
Solicito se establezcan las características de uso y ocupación del suelo del Lote ubicado en:

Localidad CANTON MONTECRISTI ☐ Sector ☐ ☐ Manzana ☐ ☐

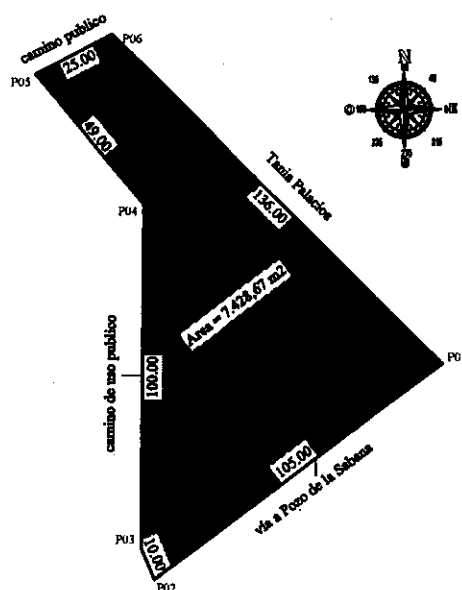
Barrio SITIO EL PUEBLITO.
Características del lote:

Frente 1 105.00 ms Frente 2 25.00 ms Frente 3 10.00 ms Frente 4 136.00 ms

Área 7,428.67 m²

Objeto de la Solicitud: Vender ☐ Edificar ☐ Dividir el predio ☐ Urbanizar ☐

Croquis de Ubicación



Firma de Responsabilidad
C.I.



**MUTUALISTA
PICHINCHA**

Nº: 112604

TIPO DE OPERACIÓN: HIPOTECARIO - VIVIENDA (A13)

FECHA IMPRESIÓN: 2017-10-06
 AGENCIA: TARQUI **ELABORADO:** FABIOLA ELIZABETH MUÑOZ MOREIRA
 NOMBRES COMPLETOS: LUCAS SACTA NUBE DEL ROCIO
 CÉDULA: 0103202438
 DIRECCIÓN: EEUU
 TELÉFONOS: 1862253670

VALIDEZ DE LA INFORMACIÓN: 5 Días*

*Los valores detallados en el presente documento podrán variar de acuerdo a las condiciones de mercado o a las regulaciones emitidas por las entidades de control por lo que de suscitarse cualquiera de estos eventos, el presente documento quedará invalidado.

CONDICIONES GENERALES

MONTO:	\$ 61.500.00
PLAZO:	84
TASA EFECTIVA:	11.33 %
TASA MORA:	11.86 %
VALOR DEL BIEN:	\$ 0.00
VALOR DEL DIVIDENDO:	\$ 1.045.93
PERIODICIDAD DE PAGOS:	MENSUAL
PERIODICIDAD DE REAJUSTE:	SEMESTRAL

GASTOS POR CUENTA DE TERCEROS

RECONOCIMIENTO FIRMAS	\$ 35.21
AVALUO-REAVLUO	\$ 0.00
COSTO ABOGADO/ COSTO CESION *	\$ 0.00
TRAMITES LEGALES*	\$ 0.00
AVALUO CATASTRAL	\$ 16,760.76

Estos gastos podrán variar de acuerdo a la plaza donde se tramite el crédito y al valor del bien

CARGA FINANCIERA DURANTE LA PERMANENCIA DEL CREDITO

FINANCIEROS

SEGURO HIPOTECA AGREG	\$ 336.00
SEGURO DESEMPLEO	\$ 939.96
SEGURO DESGRAVAMEN	\$ 2,185.68
INTERES	\$ 26,357.64
Total Gastos de terceros + Carga Financiera	\$ 46,615.25

RESUMEN FINAL

MONTO FINANCIADO:	\$ 61.500.00
MONTO LIQUIDO A RECIBIR:	\$ 44,704.03
GASTOS A CARGO DE TERCEROS:	\$ 16,795.97
CARGA FINANCIERA:	\$ 29,819.28
SUMA DE CUOTAS:	\$ 91,319.28

TOTAL A PAGAR AL TERMINO DE LA OPERACION: \$ 91,319.28

ELABORADO: FABIOLA ELIZABETH MUÑOZ MOREIRA

AGENCIA: TARQUI



GOBIERNO AUTÓNOMO DESCENTRALIZADO MUNICIPAL DEL CANTÓN MONTECRISTI

SPECIE JSD
GAP 2,00

0082400



CERT-PLAN-R-023-D.P.T.U.R.
Montecristi, 13 de Septiembre del 2017

ARQ. MARIBEL MERO MENDOZA

DIRECTORA DE PLANIFICACION TERRITORIAL URBANO Y RURAL. (E)

PLAN REGULADOR

La Dirección de Planificación Territorial Municipal.-**CERTIFICA.-** Que la propiedad del Señor. **CELESTINO GERONIMO CARRILLO ROBLES (Casado).** Un Lote de terreno ubicado en las afuera del sitio el Pueblito del Cantón Montecristi. La Escritura Pública De **Compraventa De Derechos Y Acciones Sobre Un Remanente.** Celebrada en la Notaría Pública Primera del Cantón Manta de fecha 30 de Diciembre del 2011. Consta inscrita en el Registro de propiedad tomo (02) con el número (15) de fecha 07 de Enero 2012, el mismo que se encuentra circunscrito dentro los siguientes linderos y medidas:

Por el Frente.- CIENTO CINCO METROS y lindera con vía pozo de la sabana. **Por Atrás.-** VEINTICINCO METROS y lindera con camino público. **Por el Costado Derecho.-** empezando del frente hacia atrás con DIEZ METROS y desde este punto continua su trayectoria con CIEN METROS y desde este punto continuo haciendo angulo de 135 grados con una distancia de CUARENTA Y NUEVE METROS hasta encontrarse con la parte de atrás todo esto linderando con camino público. **Por el Costado Izquierdo.-** CIENTO TREINTA Y SEIS METROS METROS y lindera con propiedad de Tania Palacios Lote de terreno que tiene una superficie total de. Ocho Mil Quinientos Ocho Metros Cuadrados. (8.508.00M2).

Rectificación De Nombre, Area Total y Terminación De Comunidad: Con fecha 11 de septiembre del 2017, consta inscrito la Escritura Pública de Rectificación de Nombre, Área Total y Terminación de Comunidad a favor de los Señores Celestino Jerónimo Carrillo Robles y Mariana Sebastiana Anchundia Pfluso, en la cual el correcto segundo nombre es Jerónimo con J, y el área Total real es de 7.428,67m2, según escritura publica Celebrada en la Notaria Publica Primera del Cantón Manta el 05 de Septiembre del 2017 e inscrita en el Registro de la Propiedad tomo (88) con el Numero (1912).

De acuerdo a las aclaraciones complementarias del inspector, se establece que el terreno antes descrito.

NO AFECTA AL PLAN REGULADOR DE ESTA MUNICIPALIDAD.

Se adjunta Formulario A, solvencia del registro de la Propiedad de fecha 13 de Septiembre del 2017 con el N° P-7444-TREM, Inspección realizado por el Sr. Ricardo Arcentales

"El presente documento se emite de acuerdo a la documentación requerida para el trámite y la inspección en el lugar que indica la buena fe del solicitante; por lo cual salvamos error u omisión eximiendo de responsabilidad a los certificantes si se comprobare que ha presentado datos falsos o representaciones graficas o erróneas en las solicitudes correspondiente"

Lo que certifico para los fines legales correspondiente

Maribel Mero Mendoza

ARQ. MARIBEL MERO MENDOZA
DIRECTORA DE PLANIFICACION TERRITORIAL URBANO Y RURAL. (E)

2017	13	08	05	
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COMPRAVENTA

**QUE OTORGA CELESTINO JERÓNIMO CARRILLO ROBLES y
MARIANA SEBASTIANA ANCHUNDIA PILOSO A FAVOR DE
NUBE DEL ROCIO LUCAS SACTA**

CUANTÍA: USDS90.000,00

**CONSTITUCIÓN DE HIPOTECA ABIERTA Y PROHIBICIÓN
VOLUNTARIA DE ENAJENAR; QUE OTORGA NUBE DEL ROCIO
LUCAS SACTA A FAVOR DE LA ASOCIACIÓN MUTUALISTA DE
AHORRO Y CRÉDITO PARA LA VIVIENDA PICHINCHA**

CUANTÍA: INDETERMINADA

(DI 2 COPIAS)

J.B.

En la Ciudad San Pablo de Manta, Cabecera del Cantón Manta, Provincia de Manabí, República del Ecuador, hoy tres (03) de octubre del año dos mil diecisiete, ante mí DOCTOR DIEGO CHAMORRO PEPINOSA, NOTARIO PÚBLICO QUINTO DEL CANTON MANTA, comparecen:

UNO.- Los cónyuges **CELESTINO JERÓNIMO CARRILLO ROBLES** y **MARIANA SEBASTIANA ANCHUNDIA PILOSO**, por sus propios y personales derechos y por los que representan de la Sociedad Conyugal formada entre sí, para efecto de notificaciones teléfono 052231177, Correo: s/c, Dirección: Calle Primero de Enero, Barrio La Soledad, Montecristi;

DOS.- El señor Jorge Washington Mero Valencia, por los derechos que representa como Apoderado Especial de la señora **NUBE DEL ROCIO LUCAS SACTA**, de estado civil soltera, calidad que legitima con la copia del Poder Especial conferido a su favor que se agrega como documento habilitante, para efecto de notificaciones dirección: Diagonal al Garaje del Almacén TIA; Teléfono: 0997349325; correo: S/N; y, **TRES.-** El Ing. **EDWIN MANUEL JURADO BEDRAN**, en su calidad de Apoderado

Especial del Ingeniero Juan Carlos Alarcón Chiriboga, Gerente General y Representante Legal de la **“ASOCIACIÓN MUTUALISTA DE AHORRO Y CRÉDITO PARA LA VIVIENDA PICHINCHA”**, tal como lo justifica con el Poder que se acompaña, para efecto de notificaciones teléfono 052628640, Correo: edwin.jurado@mutualistapichincha.com, Dirección: Avenida 4 y Calle 9, Manta; bien instruidos por mí el Notario sobre el objeto y resultados de esta escritura pública a la que proceden de una manera libre y voluntaria.- Los comparecientes declaran ser: De nacionalidad ecuatoriana, mayores de edad; legalmente capaces para contratar y obligarse, a quienes de conocer doy fe, en virtud de haberme exhibido sus documentos de identificación, cuyas copias certificadas se agregan como habilitantes; y, me piden que eleve a escritura pública el contenido de la minuta que me presentan, cuyo tenor literal que transcribo íntegramente a continuación es el siguiente: **“SEÑOR NOTARIO:** En el protocolo de escrituras públicas a su cargo, sírvase insertar un contrato de **COMPRAVENTA Y CONSTITUCIÓN DE HIPOTECA ABIERTA Y PROHIBICIÓN VOLUNTARIA DE ENAJENAR**, contenida en las siguientes cláusulas: **PRIMERA PARTE: COMPRAVENTA.-** **CLÁUSULA PRIMERA: COMPARECIENTES.-** Comparecen a la suscripción de la presente escritura pública: **Uno)** Los cónyuges **CELESTINO JERÓNIMO CARRILLO ROBLES y MARIANA SEBASTIANA ANCHUNDIA PILOSO**, por sus propios y personales derechos y por los que representan de la Sociedad Conyugal formada entre sí, en calidad de **“VENDEDORES”**; y, **Dos)** El señor Jorge Washington Mero Valencia, por los derechos que representa como Apoderado Especial de la señora **NUBE DEL ROCIO LUCAS SACTA**, de estado civil soltera, calidad que legitima con la copia del Poder Especial conferido a su favor que se agrega como documento habilitante, a quien se denominará en adelante como la **“COMPRADORA”**. **CLÁUSULA SEGUNDA:**




UBICACION SATELITAL

VIA POZO DE LA SABANA - A UN COSTADO DEL ESTADIO
PARROQUIA ANIBAL SAN ANDRÉS
CANTON MONTECRISTI - PROV. MANABI

CUADRO DE DATOS						
VERTICE	COORD. PLANAS UTM. WGS 84		VERTICE	DISTANCIA	COLINDANTE	
	ESTE (X)	NORTE (Y)				
FRENTE						
P01	538737.00	9885053.00	P01	P02	105.00	Vía a Pozo de la Sabana
COSTADO DERECHO						
P02	538632.50	9884990.67	P02	P03	10.00	Caminio de uso publico
P03	538648.60	9884999.84	P03	P04	100.00	Caminio de uso publico
P04	538649.90	9885099.87	P04	P05	49.00	Caminio de uso publico
ATRAS						
P05	538618.65	9885137.61	P05	P06	23.00	Caminio publico
COSTADO IZQUIERDO						
P06	538640.83	9885149.16	P06	P01	136.00	Tania Palacios

PROPIETARIO:

Celestino Gerónimo Carrillo Robles

YISTO BUENO : RESP. TECNICA 	FECHA : 27-06-2017	LAMINA : 1/1	CONTENIDO : LEVANTAMIENTO PLANIMETRICO COORDENADAS UTM DATUM : WGS 84 AREA= 7,428.67 m2.
	ESCALA : 1 : 1000	FORMATO : A4	

SITMINT

PERMISOS DE FUNCIONAMIENTO

GOBIERNO

**HISTORIAL DE TRAMITES POR ESTABLECIMIENTOS**

RAZON SOCIAL: LUCAS SACTA NUBE DEL ROCIO				
RUC:	0103202438001	Código:	0103473	
No. Establecimiento:	1	Nombre Comercial:	MYPLACE	
Representante - Cédula:	0103202438	Representante:	LUCAS SACTA NUBE DEL ROCIO	
Tipo:	KARAOKE	Provincia:	MANABI	
Cantón:	MONTECRISTI	Parroquia:	MONTECRISTI, CABECERA CANTONAL	
Dirección:	10 DE AGOSTO, METROPOLITANA, S/N			
Referencia:	JUNTO A EDIFICIO CORPA			

TRAMITES

Fecha	Código	Tipo	Estado	Fecha Límite
2018-08-07 15:14:20	20180056417	SOLICITUD DE NUEVO PERMISO - 2018	FINALIZADO	2018-08-10
2019-03-27 21:51:26	20190013893	SOLICITUD DE NUEVO PERMISO - 2019	CANCELADO	2019-04-01
2020-02-17 20:40:37	20200017639	PAGO POR EJERCICIO DE ACTIVIDADES DEL AÑO ANTERIOR - 2019	FINALIZADO	2020-02-20

2016	13	09	01	P02137
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PROMESA DE COMPRAVENTA: OTORGADA POR LOS CONYUGES CELESTINO JERONIMO CARRILLO ROBLES Y MARIANA SEBASTIANA ANCHUNDIA PILOSO A FAVOR DE LA SEÑORITA NUBE DEL ROCIO LUCAS SACTA.

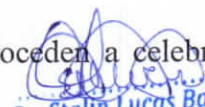


CUANTÍA: \$. 50.000,00

ARRAS: \$ 10.000,00

En la Ciudad de Montecristi, Cabecera del Cantón del mismo nombre, Provincia de Manabí, República del Ecuador; Hoy Quince de Julio del año Dos Mil Dieciséis; Ante mí, Doctor Stalin Lucas Baque, Notario Público Primero del Cantón:

COMPARECEN Y DECLARAN: Por una parte y por sus propios derechos los Cónyuges **CELESTINO JERONIMO CARRILLO ROBLES**, Jubilado, portador de la Cédula de Ciudadanía número Trece cero cuatro cinco siete tres cinco cinco - uno y **MARIANA SEBASTIANA ANCHUNDIA PILOSO**, de Quehacer Domésticos, portadora de la Cédula de Ciudadanía número Trece cero siete dos dos dos ocho tres - cuatro; y, por otra parte, por sus propios derechos la señorita **NUBE DEL ROCIO LUCAS SACTA**, Soltera, de Quehacer Domésticos, portadora de la Cédula de Ciudadanía número Cero uno cero tres dos cero dos cuatro tres - ocho.- Los comparecientes declaran bajo juramento que son mayores de edad, ecuatorianos, domiciliados en este Cantón de Montecristi, hábiles y legalmente capaces para contratar y obligarse a quienes de haberme presentados sus respectivas Cédulas de Ciudadanías y Comprobantes de Votación, personalmente, DOY FE.- Dichos otorgantes con amplia libertad y pleno conocimiento en los efectos y resultados de esta Escritura de **PROMESA DE COMPRAVENTA**, la cual proceden a celebrarla me presenta una


Dr. Stalin Lucas Baque Mg.
 NOTARIO PUBLICO PRIMERO
 MONTECRISTI - ECUADOR



minuta para que la eleve a Instrumento Público cuyo texto es el que sigue: **SEÑOR NOTARIO:** En el Registro de Instrumentos Público de la Notaria a su cargo, sírvase insertar una Escritura de **PROMESA DE COMPRAVENTA**, la misma que contiene las siguientes cláusulas: **PRIMERA: INTERVINIENTES:** Intervienen en la celebración, otorgamiento y suscripción de la presente Escritura de **PROMESA DE COMPRAVENTA**; Por una parte y por sus propios derechos los Cónyuges **CELESTINO JERONIMO CARRILLO ROBLES Y MARIANA SEBASTIANA ANCHUNDIA PILOSO**; a quien se les denominarán **“LOS PROMITENTES VENEDORES”**; y, por otra parte, por sus propios derechos la señorita **NUBE DEL ROCIO LUCAS SACTA**, a quien para los efectos de este contrato se le designará **“LA PROMITENTE COMPRADORA”**.- **SEGUNDA:** Los Cónyuges **CELESTINO JERONIMO CARRILLO ROBLES Y MARIANA SEBASTIANA ANCHUNDIA PILOSO** son propietarios de un lote de terreno ubicado, en las Afueras del **Sitio El Pueblito del Cantón Montecristi**, por Escritura de Compraventa de Derechos y Acciones sobre un Remanente, otorgada por los herederos del señor Felisisimo Carrillo Santana, celebrada en la Notaría Pública Primera del Cantón Montecristi el Treinta de Diciembre del Dos mil Oncé e inscrita en el Registro de la Propiedad del Cantón Montecristi el Siete de Enero del Dos mil doce, lote de terreno que se encuentra circunscrito dentro de los siguientes linderos y medidas; **POR EL FRENTE:** CIENTO CINCO METROS y lindera con vía Pozo de la Sabana; **POR ATRÁS:** VEINTICINCO METROS y lindera con Camino Público; **POR EL COSTADO DERECHO:** Empezando del frente hacia atrás con DIEZ METROS y desde este punto continua su trayectoria con CIEN METROS y desde este punto continua haciendo ángulo de CIENTO TREINTA Y CINCO grados con una distancia

Dr. Stalin Lucas Baque Mg.
NOTARIO PUBLICO PRIMERO
MONTECRISTI - ECUADOR



de CUARENTA Y NUEVE METROS hasta encontrarse con la parte de atrás todo esto linderando con camino de uso público , y **POR EL COSTADO IZQUIERDO:** CIENTO TREINTA Y SEIS METROS y lindera con propiedad de Tania Palacios. Lote de terreno que tiene una superficie total de **OCHO MIL QUINIENTOS OCHO METROS CUADRADOS (8.508,00 m2).**- **TERCERA.- PROMESA DE COMPRAVENTA.-** Con estos antecedentes, expresan los Cónyuges: **CELESTINO JERONIMO CARRILLO ROBLES Y MARIANA SEBASTIANA ANCHUNDIA PILOSO**, que hoy tiene a bien PROMETER DAR VENTA a favor de la señorita **NUBE DEL ROCIO LUCAS SACTA**, la totalidad del bien inmueble descrito en la Cláusula Segunda de este Instrumento Público, el mismo que se encuentra circunscrito dentro de las medidas y linderos: **POR EL FRENTE:** CIENTO CINCO METROS y lindera con vía Pozo de la Sabana; **POR ATRÁS:** VEINTICINCO METROS y lindera con Camino Público; **POR EL COSTADO DERECHO:** Empezando del frente hacia atrás con DIEZ METROS y desde este punto continua su trayectoria con CIENTO CINCO METROS y desde este punto continua haciendo ángulo de CIENTO TREINTA Y CINCO grados con una distancia de CUARENTA Y NUEVE METROS hasta encontrarse con la parte de atrás todo esto linderando con camino de uso público , y **POR EL COSTADO IZQUIERDO:** CIENTO TREINTA Y SEIS METROS y lindera con propiedad de Tania Palacios. Lote de terreno que tiene una superficie total de **OCHO MIL QUINIENTOS OCHO METROS CUADRADOS (8.508,00 m2).**- **CUARTA: PRECIO Y FORMA DE PAGO.-** El precio del lote de terreno materia de esta Promesa, es de **CINCUENTA MIL DOLARES NORTEAMERICANOS (\$50.000,00)**, que la Promitente Compradora cancela de la siguiente forma: el Promitente Comprador canceló la cantidad de **QUINCE MIL DOLARES (\$15.000,00)**, y el saldo de

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TREINTA Y CINCO MIL DOLARES (\$35.000,00), los cancelará posterior al tiempo de **TRES MESES** a partir de la suscripción de la presente Promesa de Compraventa.- **QUINTA: ESCRITURA DE COMPRAVENTA.-** La Escritura que contenga el Contrato definitivo de Compraventa del inmueble descrito anteriormente, se realizará a favor de la señorita **NUBE DEL ROCIO LUCAS SACTA**, una vez pagada la totalidad del valor pactado se le otorgará la debida autorización para que el Promifente comprador proceda a realizar el traspaso de dominio del Bien Inmueble determinado en la cláusula tercera de esta Promesa.- **SEXTA: CLÁUSULA PENAL-** En el caso de incumplimiento de esta Promesa de Compraventa, las partes se imponen una multa de **DIEZ MIL DOLARES**, que será pagado por la parte que incumpla esta Promesa a favor de la parte afectada.- **SEPTIMA: ACEPTACIÓN.-** Los comparecientes aceptan recíprocamente las condiciones de esta Promesa.- **OCTAVA: GASTOS.-** El pago de Derechos Notariales y los de inscripción que demande la celebración de este Escritura de Promesa de Compraventa y la posterior de Compraventa serán de cuenta de la Promitente Compradora.- **NOVENA.** Los Promitentes Vendedores facultan a la Promitente Compradora para que entre en posesión del inmueble a la suscripción de este contrato.- **LA DE ESTILO:** Usted señor Notario sírvase insertar las cláusulas de estilo para su validez.- Minuta firmada por la Abogada Wendi Carrillo Veliz, Matricula Número Trece – Dos mil seis – Sesenta y nueve del Foro de Abogados.- Hasta aquí la minuta que los otorgantes se afirman y ratifican Y QUEDA ELEVADA A ESCRITURA PUBLICA CON TODO EL VALOR LEGAL.-

Dr. Stalin Lucas Baque My
 NOTARIO PUBLICO PRIMERO
 MONTECRISTI - ECUADOR



REGISTRO DE LA PROPIEDAD Y MERCANTIL DEL CANTÓN MONTECRISTI



CERTIFICADO REGISTRAL

Ficha Registral

P-4362-TREM

Fecha de Apertura: Montecristi, 13 de Noviembre del 2020

CERTIFICADO: Abogada, Tricia Rosemary Eche Macías, Registradora de la Propiedad y Mercantil del Cantón Montecristi, a petición escrita de la Abogada Maryam Katherine Delgado Delgado con cédula de ciudadanía número 131508814-4. **CERTIFICADO:** Que revisado el archivo de la Oficina a mi cargo, con fecha 11 de Julio del 2017. Consta inscrita en el Registro de Propiedad tomo (67) número (1448) La escritura Pública de Compraventa, Hipoteca Abierta, celebrada en la Notaría Pública Quinta del Cantón Manta, el 06 de Julio del 2017. **HISTORIA DE DOMINIO:** Los Vendedores, señores Maurizio Gianniotti y Ana Militza Delgado Cedeño, en su estado civil de soltero y divorciada, respectivamente, adquirieron un bien inmueble ubicado en el Cantón Montecristi, mediante escritura pública de Compraventa, celebrada en la Notaría Pública primera del Cantón Montecristi, el día Seis de Abril del año Dos Mil Dieciséis, e inscrita en el Registro de la Propiedad del Cantón Montecristi, el día Siete de Abril del año Dos Mil Dieciséis, en el Registro de Propiedad tomo Siete con el número Trescientos Setenta y Cinco. Inmueble actualmente consistente de lote de terreno y construcción, ubicado en la calle 10 de Agosto, perteneciente al Cantón Montecristi, Provincia de Manabí, que se encuentra circunscrito dentro de las siguientes medidas y linderos que se detallan más adelante. Con los antecedentes antes expuestos consta que los señores Maurizio Gianniotti y Ana Militza Delgado Cedeño, dan en venta a favor de la señora: **Nube del Rocío Lucas Sacta (soltera)**. Y ella a su vez hipoteca a favor de la Asociación Mutualista de Ahorro y Crédito para la Vivienda Pichincha. Un lote de terreno ubicado en la Calle 10 de Agosto del Cantón Montecristi, el mismo que se encuentra circunscrito dentro de los siguientes linderos y medidas:

MEDIDAS Y LINDEROS REGISTRALES:

POR EL FRENTE. Siete metros Cuarenta centímetros y lindera con calle Diez de Agosto.

POR ATRÁS. Siete metros Cuarenta centímetros y lindera con propiedad que se reserva la vendedora.

POR EL COSTADO DERECHO: Doce metros Cincuenta centímetros y lindera con callejón sin nombre.

POR EL COSTADO IZQUIERDO. Doce metros Cincuenta centímetros y lindera con propiedad que se reserva la vendedora.

Área Total: Noventa y Dos metros cuadrados con Cincuenta decímetros (92,50m2)

Mediante una revisión realizada en los respectivos libros de registros consta que la propiedad antes descrita se encuentra con: HIPOTECA ABIERTA, a favor de la Asociación Mutualista de Ahorro y Crédito para la Vivienda Pichincha, vigente.

Queda en constancia que los registros correspondientes a una parte de los años 1972 y 1973, 1974, 1975, y 1979 no existe; así mismo los años 1976, 1977 y 1978, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988 y desde Enero hasta Noviembre de 1989, son parte de los registros inexistentes dentro de esta dependencia, por lo tanto para la respectiva inscripción nos evadimos de responsabilidad.

Haciendo constar que cuando asumí el cargo no se realizó el Acta de entrega de Recepción de Inventario de los libros y archivos del Registro por parte del Registrador saliente, lo cual se notificó al señor Alcalde del Cantón Montecristi, con copias a la Dirección Nacional de Registros y Datos Públicos.

Este Registro Público no se responsabiliza por los datos erróneos, inexactos o con omisiones que hayan sido proporcionadas por los particulares que puedan incluir o hayan incluido error o equivocación a la Entidad, así como uso doloso y fraudulento del documento. En vista de que el Art. 8 de la Ley orgánica de Registro de Datos Públicos establece que los datos Registrales son susceptibles de actualización, rectificación o supresión, el interesado, usuario o beneficiario de este documento, en los casos respectivos, deberá comunicar cualquier anomalía detectada a fin de proceder a la inmediata modificación.

RAZÓN: Siento como tal que el día de hoy 02 de Octubre del 2017, a las 15h30 pm, mediante resolución 0001-RPMM-TREM-2017, se cambia el membrete y tipo de letra de los trámites despachados del Registro de la Propiedad y Mercantil del Cantón Montecristi, quedando sin efectos los anteriores.

Ab. Tricia Eche Macías

REGISTRADOR MUNICIPAL
DE LA PROPIEDAD Y MERCANTIL DEL
CANTÓN MONTECRISTI

Cualquier cambio, error, alteración o modificación
al texto de este certificado lo invalida.

Emitido: Montecristi, 13 de Noviembre del 2020

Búsqueda por: Gabriel Córdoba

Elaborado por: JM



Valido de Certificado 30 días

El interesado debe comunicar cualquier
falla o error en este documento al
Registrador o a sus Asesores.



REGISTRO DE LA PROPIEDAD Y MERCANTIL DEL CANTÓN MONTECRISTI



CERTIFICADO REGISTRAL

Ficha Registral

P-4364-TREM

Fecha de Apertura: Montecristi, 13 de Noviembre del 2020

CERTIFICADO: Abogada, Tricia Rosemary Eche Macías, Registradora de la Propiedad y Mercantil del Cantón Montecristi, a petición escrita de parte de la Abogada Maryam Katherine Delgado Delgado, con cédula de ciudadanía número 131508814-4. **CERTIFICO:** Que revisado el archivo de la Oficina a mi cargo, con fecha 04 de Octubre del 2017. Consta Inscrita en el Registro de Propiedad Tomo (96) con el número (2067) La escritura Pública de Compraventa, Constitución de Hipoteca Abierta y Prohibición Voluntaria de Enajenar. Celebrada en la Notaría Pública Quinto del Cantón Manta, el 03 de Octubre del 2017. Por lo cual consta que Celestino Jerónimo Carrillo Robles y Mariana Sebastiana Anchundia Piloso, dan en venta a favor de la señora: **Nube del Rocío Lucas Sacta (soltera)**. Y ella hipoteca a favor de la Asociación Mutualista de Ahorro y Crédito para la Vivienda Pichincha. Un lote de terreno ubicado en las afueras del sitio El Pueblito del Cantón Montecristi, circunscrito dentro de los linderos y medidas siguientes:

MEDIDAS Y LINDEROS REGISTRALES:

Por el Frente. Ciento Cinco metros y lindera con vía Pozo de la Sabana.

Por Atrás. Veinticinco metros y lindera con camino público.

Por el Costado Derecho. Empezando del frente hacia atrás con Diez metros y desde este punto continua su trayectoria con Cien metros y desde este punto continua haciendo ángulo de Ciento Treinta y Cinco grados con una distancia de Cuarenta y Nueve metros hasta encontrarse con la parte de atrás, todo esto linderando con camino de uso público.

Por el Costado Izquierdo. Ciento Treinta y Seis metros y lindera con propiedad de Tania Palacios.

ÁREA TOTAL: Siete Mil Cuatrocientos Veintiocho coma Sesenta y Siete metros cuadrados.

Mediante una revisión realizada en los respectivos libros de registros consta que la propiedad antes descrita se encuentra con: **CONSTITUCIÓN DE HIPOTECA ABIERTA Y PROHIBICIÓN VOLUNTARIA DE ENAJENAR**, vigente a favor de la Asociación Mutualista de Ahorro y Crédito para la Vivienda Pichincha.

Queda en constancia que los registros correspondientes a una parte de los años 1972 y 1973, 1974, 1975, y 1979 no existe; así mismo los años 1976, 1977 y 1978, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988 y desde Enero hasta Noviembre de 1989, son parte de los registros inexistentes dentro de esta dependencia, por lo tanto para la respectiva inscripción nos evadimos de responsabilidad.

Haciendo constar que cuando asumí el cargo no se realizó el Acta de entrega de Recepción de Inventario de los libros y archivos del Registro por parte del Registrador saliente, lo cual se notificó al señor Alcalde del Cantón Montecristi, con copias a la Dirección Nacional de Registros y Datos Públicos.

Este Registro Público no se responsabiliza por los datos erróneos, inexactos o con omisiones que hayan sido proporcionadas por los particulares que puedan incluir o hayan incluido error o equivocación a la Entidad, así como uso doloso y fraudulento del documento. En vista de que el Art. 8 de la Ley orgánica de Registro de Datos Públicos establece que los datos Registrales son susceptibles de actualización, rectificación o supresión, el interesado, usuario o beneficiario de este documento, en los casos respectivos, deberá comunicar cualquier anomalía detectada a fin de proceder a la inmediata modificación.

RAZÓN: Siento como tal que el día de hoy 02 de Octubre del 2017, a las 15h30 pm, mediante resolución 0001-RPMM-TREM-2017, se cambia el membrete y tipo de letra de los trámites despachados del Registro de la Propiedad y Mercantil del Cantón Montecristi, quedando sin efectos los anteriores.

Ab. Tricia Eche Macías
REGISTRADOR MUNICIPAL
DE LA PROPIEDAD Y MERCANTIL DEL
CANTÓN MONTECRISTI



Validez de Certificado 30 días

Cualquier enmendadura, alteración o modificación al texto de este certificado lo invalida.

Emitido: Montecristi, 13 de Noviembre del 2020

Búsqueda por: Gabriel Córdoba

Elaborado por: JM

El interesado debe comunicar cualquier falla o error en este documento al Registrador o a sus Asesores.



REGISTRO DE LA PROPIEDAD Y MERCANTIL

DEL CANTÓN MONTECRISTI



CERTIFICADO REGISTRAL

Ficha Registral

P-4365-TREM

Fecha de Apertura: Montecristi, 13 de Noviembre del 2020

CERTIFICADO: Abogada, Tricia Rosemary Eche Macías, Registradora de la Propiedad y Mercantil del Cantón Montecristi, a petición escrita de parte de la Abogada Maryam Katherine Delgado Delgado, con cédula de ciudadanía número 131508814-4. **CERTIFICO:** Que revisado el archivo de la Oficina a mi cargo, con fecha 10 de Mayo del 2018, consta inscrita en el Registro de Propiedad Tomo (39) con el número (823) La Escritura Pública de Compraventa, celebrada en la Notaría Pública Primera del Cantón Montecristi, el 27 de Abril del 2018. Por lo cual consta que la señorita Zoila Alexandra Delgado Palma, da en venta a favor de la señorita: **Lucas Sacta Nube del Rocío (soltera)**. Un lote de terreno ubicado en el Cantón Montecristi, el mismo que se encuentra circunscrito dentro de los siguientes linderos y medidas:

MEDIDAS Y LINDEROS REGISTRALES:

Por el Frente. Seis metros Treinta y Cinco centímetros y lindera con callejón sin nombre.

Por Atrás. Seis metros Treinta y Cinco centímetros y lindera con propiedad del señor Humberto Delgado.

Por el Costado Derecho. Catorce metros Ochenta centímetros y lindera con propiedad particular.

Por el Costado Izquierdo. Catorce metros Ochenta centímetros y lindera con propiedad que se reserva la vendedora.

Área Total: Noventa y Tres metros cuadrados con Noventa y Ocho decímetros cuadrados.

Mediante una revisión realizada en los respectivos libros de registros consta que la propiedad antes descrita se encuentra libre de gravamen.

Queda en constancia que los registros correspondientes a una parte de los años 1972 y 1973, 1974, 1975, y 1979 no existe; así mismo los años 1976, 1977 y 1978, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988 y desde Enero hasta Noviembre de 1989, son parte de los registros inexistentes dentro de esta dependencia, por lo tanto para la respectiva inscripción nos evadimos de responsabilidad.

Haciendo constar que cuando asumí el cargo no se realizó el Acta de entrega de Recepción de Inventario de los libros y archivos del Registro por parte del Registrador saliente, lo cual se notificó al señor Alcalde del Cantón Montecristi, con copias a la Dirección Nacional de Registros y Datos Públicos.

Este Registro Público no se responsabiliza por los datos erróneos, inexactos o con omisiones que hayan sido proporcionadas por los particulares que puedan incluir o hayan incluido error o equivocación a la Entidad, así como uso doloso y fraudulento del documento. En vista de que el Art. 8 de la Ley orgánica de Registro de Datos Públicos establece que los datos Registrales son susceptibles de actualización, rectificación o supresión, el interesado, usuario o beneficiario de este documento, en los casos respectivos, deberá comunicar cualquier anomalía detectada a fin de proceder a la inmediata modificación.

RAZÓN: Siento como tal que el día de hoy 02 de Octubre del 2017, a las 15h30 pm, mediante resolución 0001-RPMM-TREM-2017, se cambia el membrete y tipo de letra de los trámites despachados del Registro de la Propiedad y Mercantil del Cantón Montecristi, quedando sin efectos los anteriores.

Ab. Tricia Eche Macías
REGISTRADOR MUNICIPAL
DE LA PROPIEDAD Y MERCANTIL DEL
CANTÓN MONTECRISTI

Cualquier enmendadura, alteración o modificación al texto de este certificado lo invalida.

Emitido: Montecristi, 13 de Noviembre del 2020

Búsqueda por: Gabriel Córdoba

Elaborado por: JM



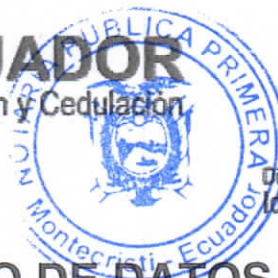
Validez de Certificado 30 días

El interesado debe comunicar cualquier falla o error en este documento al Registrador o a sus Asesores.



REPÚBLICA DEL ECUADOR

Dirección General de Registro Civil, Identificación y Cedulación



Dirección General de Registro Civil,
Identificación y Cedulación

CERTIFICADO ELECTRÓNICO DE DATOS DE IDENTIDAD CIUDADANA

Número único de identificación: 0103202438

Nombres del ciudadano: LUCAS SACTA NUBE DEL ROCIO

Condición del cedulado: CIUDADANO

Lugar de nacimiento: MANABI/MONTECRISTI/MONTECRISTI

Fecha de nacimiento: 12 DE OCTUBRE DE 1977

Nacionalidad: ECUATORIANA

Sexo: FEMENINO

Instrucción: BASICA

Profesión: QUEHACER. DOMESTICOS

Estado Civil: SOLTERO

Cónyuge: -----

Fecha de Matrimonio: -----

Nombres del padre: LUCAS MERO SANTOS HUMBERTO

Nombres de la madre: SACTA GUAMAN JULIA MARINA

Fecha de expedición: 29 DE MAYO DE 2012



Nube Lucas

Dr. Stalin Lucas Baque Mg.
NOTARIO PUBLICO PRIMERO
MONTECRISTI - ECUADOR

Información certificada a la fecha: 15 DE JULIO DE 2016

Emisor: VIRGINIA GUADALUPE TENELEMA DELGADO - MANABI-MONTECRISTI-NT 1 - MANABI - MONTECRISTI

Ing. Jorge Troya Fuertes

Director General del Registro Civil, Identificación y Cedulación

Documento firmado electrónicamente

Validez desconocida

Digitally signed by JORGE OSWALDO
TROYA FUERTES
Date: 2016.07.15 15:20:58 ECT
Reason: Firma Electrónica
Location: Ecuador

Consultar la autenticidad de este documento ingresando al portal <http://servicios.registrocivil.gob.ec/consultaNuv/>



1756103



La impresión del presente certificado no garantiza la legalidad del mismo y su uso estará limitado a la comprobación electrónica en el portal web del Registro Civil, conforme lo dispuesto en la LCE y su reglamento.

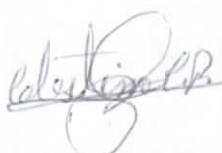


REPÚBLICA DEL ECUADOR DIRECCIÓN GENERAL DE REGISTRO CIVIL, IDENTIFICACIÓN Y CEDULACIÓN	
 CÉDULA DE CIUDADANÍA APELLIDOS Y NOMBRES LUCAS SACTA NUBE DEL ROCIO LUGAR DE NACIMIENTO MANABI MONTECRISTI FECHA DE NACIMIENTO 1977-10-12 NACIONALIDAD ECUATORIANA SEXO F ESTADO CIVIL SOLTERA	N. 010320243-8 INSTRUCCIÓN BÁSICA PROFESIÓN / OCUPACIÓN QUEHACER DOMESTICOS APELLIDOS Y NOMBRES DEL PADRE LUCAS MERO SANTOS HUMBERTO APELLIDOS Y NOMBRES DE LA MADRE SACTA GUAMAN JULIA MARINA LUGAR Y FECHA DE EXPEDICIÓN CUENCA 2012-05-20 FECHA DE EXPIRACIÓN 2022-05-20  FIRMA DEL CEDULADO

USA PASSPORT PASAPORTE	
 UNITED STATES OF AMERICA Date of birth / Date de naissance / Fecha de nacimiento 12 Oct 1977 Place of birth / Lieu de naissance / Lugar de nacimiento ECUADOR Date of issue / Date de délivrance / Fecha de expedición 05 Nov 2012 Date of expiration / Date d'expiration / Fecha de caducidad 04 Nov 2022 Endorsements / Mentions Spéciales / Acreditaciones SEE PAGE 27	UNITED STATES OF AMERICA Type / Type / Tipo P Country / País / País USA Passport No. / No. du Passeport / No. de Pasaporte 497241296 Signature of bearer / Signature du titulaire / Firma del titular  USA Sex / Sexe / Sexo F Authority / Autorité / Autoridad United States Department of State USA

Dr. Stalin Lucas Baque Mg.
 NOTARIO PUBLICO PRIMERO
 MONTECRISTI - ECUADOR

Agrego al Protocolo, copias de Cédulas de Ciudadanías y Comprobantes de Votación- Leída que les fue la presente Escritura a los otorgantes por mí, El Notario, de principio a fin, en alta y clara voz, la aprueban y firman conmigo, el Notario, en unidad de Acto, DOY FE.-



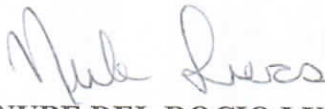
CELESTINO JERONIMO CARRILLO ROBLES

C.C.# 130457355-1



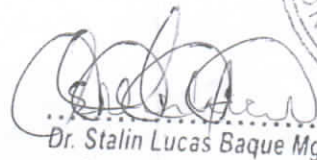
MARIANA SEBASTIANA ANCHUNDIA PILOSO

C.C.# 130722283-4



NUBE DEL ROCIO LUCAS SACTA

C.C. # 010320243-8



Dr. Stalin Lucas Baque Mg
NOTARIO PUBLICO PRIMERO
MONTECRISTI ECUADOR



ES FIEL COPIA DE SU ORIGINAL LA CUAL
CONSTA EN EL AÑO DOS MIL DIECISEIS; EN FE DE ELLO CONFIERO ESTA
PRIMERA COPIA POR MI EL NOTARIO PUBLICO PRIMERO DEL CANTON,
DOCTOR STALIN JAVIER LUCAS BAQUE, SELLADO Y FIRMADO, Montecristi,
15 de Julio del 2016. EL NOTARIO.



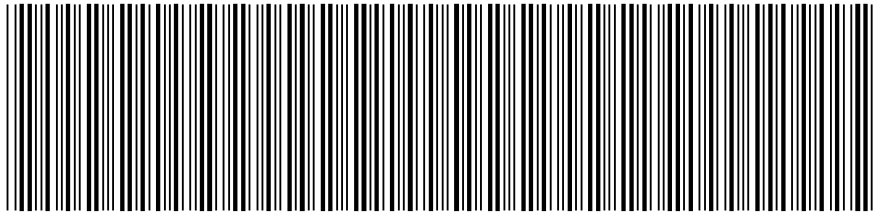

Dr. Stalin Lucas Baque Mg
NOTARIO PUBLICO PRIMERO
MONTECRISTI - ECUADOR



Enclosure 5

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2005111400584001001E842D
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 4
Document ID: 2005111400584001
Document Date: 11-10-2005
Preparation Date: 11-21-2005
Document Type: DEED
Document Page Count: 2
PRESENTER:

EMPIRE ABSTRACT CORP-PICKUP RSR
AS AGENT FOR COMMONWEALTH TITLE
1576 FRONT STREET
EAST MEADOW, NY 11554
516-485-0200
TITLE NO: 44685 (L406713)

RETURN TO:

RUBIN & LICATESI, PC
600 OLD COUNTRY ROAD
STE 440
GARDEN CITY, NY 11530

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	3301	22	Entire Lot	1446 GREENE AVENUE
Property Type: DWELLING ONLY - 2 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

SEGUNDO A. DACTO
1446 GREENE AVENUE
BROOKLYN, NY 11237

GRANTEE/BUYER:

MIGUEL F. CHIQUI
16-26 HANCOCK STREET
RIDGEWOOD, NY 11385

☐ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Recording Fee: \$	47.00
Mortgage Amount:	\$	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	NYC Real Property Transfer Tax Filing Fee:	
Exemption:		\$	75.00
TAXES: County (Basic):	\$	NYS Real Estate Transfer Tax:	
City (Additional):	\$	\$	2,080.00
Spec (Additional):	\$		
TASF:	\$		
MTA:	\$		
NYCTA:	\$		
Additional MRT:	\$		
TOTAL:	\$		

NYC HPD Affidavit in Lieu of Registration Statement


**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 11-28-2005 10:41

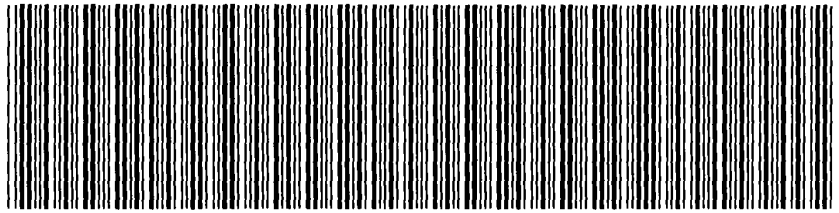
City Register File No.(CRFN):

2005000655693

Annette McHill

City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2005111400584001001C86AD

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 4

Document ID: 2005111400584001

Document Date: 11-10-2005

Preparation Date: 11-21-2005

Document Type: DEED

PARTIES

GRANTOR/SELLER:

SUSANA E. DACTO
1446 GREENE AVENUE
BROOKLYN, NY 11237

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 10th day of November, 2005

BETWEEN

SEGUNDO A. DACTO and SUSANA E. DACTO, residing at 1446 Green Avenue, Brooklyn, New York 11237

party of the first part, and

MIGUEL F. CHIQUEL, residing at 16-26 Hancock Street, Ridgewood, New York 11385

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

FIVE HUNDRED TWENTY THOUSAND and 00/100 (\$520,000.00) - - - - - dollars
 paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs
 or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
 lying and being in the

Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows, to wit:

BEGINNING at a point on the southeasterly side of Greene Avenue, distant 350 feet and 4 inches northeasterly from the
 corner formed by the intersection of the southeasterly side of Greene Avenue with the northeasterly side of Irving Avenue;

RUNNING THENCE northeasterly, along the southeasterly side of Greene Avenue, 19 feet 8 inches;

THENCE southeasterly, parallel with Irving Avenue and part of the way through a party wall, 100 feet;

THENCE southwesterly and parallel with Greene Avenue, 19 feet 8 inches;

THENCE northwesterly, and again parallel with Irving Avenue and part of the way through a party wall, 100 feet to the
 southeasterly side of Greene Avenue, the point or place of BEGINNING.

SAID PREMISES being known as and by street number 1446 Greene Avenue, Brooklyn, New York.

BK
 3301
 Lt
 22

S.D.
 S.D.

*The grantor herein being the same person as
 the grantee and the premises same as described
 in deed recorded in Reel 3697 Page 834*

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads
 abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all
 the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the
 premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of
 the second part forever.

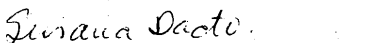
AND the party of the first part covenants that the party of the first part has not done or suffered anything
 whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the
 first part will receive the consideration for this conveyance and will hold the right to receive such consideration
 as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same
 first to the payment of the cost of the improvement before using any part of the total of the same for any other
 purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so
 requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above
 written.

IN PRESENCE OF:


 SEGUNDO A. DACTO


 SUSANA E. DACTO

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATEState of New York, County of Nassau

ss:

State of New York, County of

ss:

On the 10th day of November in the year 2005
 before me, the undersigned, personally appeared
SEGUNDO A. DACTO and SUSANA E. DACTO
 personally known to me or proved to me on the basis of
 satisfactory evidence to be the individual(s) whose name(s) is
 (are) subscribed to the within instrument and acknowledged to
 me that he/she/they executed the same in his/her/their
 capacity(ies), and that by his/her/their signature(s) on the
 instrument, the individual(s), or the person upon behalf of which
 the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

On the _____ day of _____ in the year _____
 before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of
 satisfactory evidence to be the individual(s) whose name(s) is
 (are) subscribed to the within instrument and acknowledged to
 me that he/she/they executed the same in his/her/their
 capacity(ies), and that by his/her/their signature(s) on the
 instrument, the individual(s), or the person upon behalf of which
 the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

DONNA A. FALCO
 NOTARY PUBLIC, State of New York
 N.Y. **30-4703504**
 Qualified in Nassau County
 Term Expires Jan. 31, 2026

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are)
 subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and
 that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted,
 executed the instrument, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision)

in _____
 (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

DISTRICT
 SECTION 11
 BLOCK 3301
 LOT 22
 COUNTY OR TOWN KINGS

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. _____

DACTO
 TO
 CHIQUI

STREET ADDRESS 1446 Greene Avenue
 Brooklyn, New York
 Recorded at Request of
 THE JUDICIAL TITLE INSURANCE AGENCY LLC

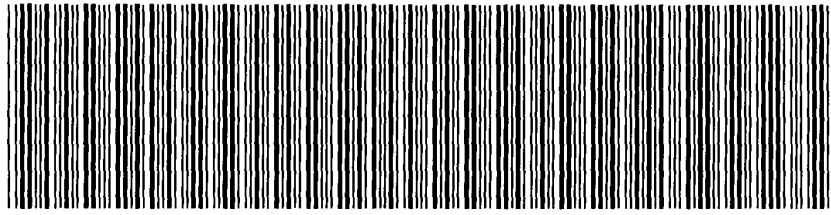
RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by
THE JUDICIAL TITLE INSURANCE AGENCY LLC
 550 MAMARONECK AVENUE
 HARRISON, NY 10528
 914-381-6700 • 800-281-TITLE

RUBIN & LICATESI, P.C.
 600 Old Country Road, Suite 440
 Garden City, New York 11530

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER****2005111400584001001S4AAC****SUPPORTING DOCUMENT COVER PAGE****PAGE 1 OF 1****Document ID: 2005111400584001****Document Date: 11-10-2005****Preparation Date: 11-21-2005****Document Type: DEED****ASSOCIATED TAX FORM ID: 2005110800104****SUPPORTING DOCUMENTS SUBMITTED:****Page Count****RP - 5217 REAL PROPERTY TRANSFER REPORT**
SMOKE DETECTOR AFFIDAVIT**1**
1

Nov 14 05 11:06a

J Reiser

718-849-9781

p.2

FOR CITY USE ONLY

C1. County Code _____ C2. Date Deed Recorded _____
 Month Day Year
 C3. Book _____ C4. Page _____
 OR
 C5. CRFN _____



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2003)

PROPERTY INFORMATION

1. Property Location 1446 GREENE AVENUE BROOKLYN 11237
 STREET NUMBER STREET NAME BOROUGH ZIP CODE
 2. Buyer Name CHIQUI MIGUEL
 LAST NAME / COMPANY FIRST NAME
 LAST NAME / COMPANY FIRST NAME
 3. Tax Billing Address Indicate where future Tax Bills are to be sent
 If other than buyer address (at bottom of form) LAST NAME / COMPANY FIRST NAME
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE
 4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel
 4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC
 Check the boxes below as they apply:
 5. Deed Property Size 19.8 X 100 OR _____ ACRES
 FRONT FEET DEPTH
 6. Seller Name DACTO SEGUNDO
 LAST NAME / COMPANY FIRST NAME
 DACTO SUSANA
 LAST NAME / COMPANY FIRST NAME
 7. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐
 9. Check the box below which most accurately describes the use of the property at the time of sale:
 A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☒ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 8 / 1 / 2005
 Month Day Year
 11. Date of Sale / Transfer 11 / 10 / 2005
 Month Day Year
 12. Full Sale Price \$ 5,200,000
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.
 13. Indicate the value of personal property included in the sale _____
 14. Check one or more of these conditions as applicable to transfer:
 A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C 0 16. Total Assessed Value (of all parcels in transfer) 8 6 2 2
 17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
 BROOKLYN 3301 22

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE _____ DATE _____
 STREET NUMBER STREET NAME (AFTER SALE) _____
 CITY OR TOWN STATE ZIP CODE _____

BUYER'S ATTORNEY

LAST NAME FIRST NAME
 516 227-2662
 AREA CODE TELEPHONE NUMBER
 SELLER
 SELLER SIGNATURE _____ DATE _____

2005110800104201

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page

C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 1446 GREENE AVENUE BROOKLYN 11237
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name CHIQUI MIGUEL
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 LAST NAME / COMPANY FIRST NAME
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size X OR ACRES
 FRONT FEET DEPTH

6. Seller Name DACTO SEGUNDO
 LAST NAME / COMPANY FIRST NAME

7. Seller Name DACTO SUSANA
 LAST NAME / COMPANY FIRST NAME

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐7. New Construction on Vacant Land ☐

9. Check the box below which most accurately describes the use of the property at the time of sale:

- A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☒ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 8 / 1 / 2005
 Month Day Year

11. Date of Sale / Transfer 11 / 10 / 2005
 Month Day Year

12. Full Sale Price \$ 5 2 0 0 0 0
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

- A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C, 0 16. Total Assessed Value (of all parcels in transfer)

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
BROOKLYN 3301 22

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

Miguel Chiqui 11/10/05
 BUYER SIGNATURE DATE

1446 Greene Ave
 STREET NUMBER STREET NAME (AFTER SALE)

Brooklyn N.Y. 11237
 CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY

RUBIN LICHTFELD
 LAST NAME FIRST NAME

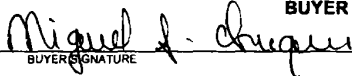
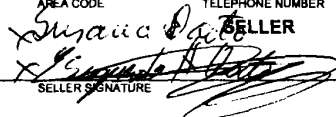
516 227-2662
 AREA CODE TELEPHONE NUMBER

Xenia Dacta 11/10/05
 SELLER SIGNATURE DATE

2005110800104201

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filling of false instruments.

BUYER			BUYER'S ATTORNEY	
 BUYER SIGNATURE		DATE	LAST NAME FIRST NAME	
STREET NUMBER		STREET NAME (AFTER SALE)	AREA CODE 516	TELEPHONE NUMBER 227-2662
CITY OR TOWN		STATE	ZIP CODE	SELLER  SELLER SIGNATURE
				DATE

2005110800104201

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
County of Nassau) SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

1446 GREENE AVENUE

<u>BROOKLYN</u>	<u>New York,</u>	<u>3301</u>	<u>22</u>	Unit/Apt.
Borough	Block	Lot	(the "Premises");	

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Susana A. Dacto
Name of Grantor (Type or Print)
x Susana Dacto
Signature of Grantor

Miguel F. Chiqui
Name of Grantee (Type or Print)
Miguel F. Chiqui
Signature of Grantee

Sworn to before me
this 10 date of Nov 2005

Dennis A. Falco
NOTARY PUBLIC, State of New York
Qualified in Nassau County
Term Expires Jan. 31, 2006

Sworn to before me
this 10 date of November 19 2005

Dennis A. Falco
NOTARY PUBLIC, State of New York
Qualified in Nassau County
Term Expires Jan. 31, 2006

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

Enclosure 6

NEW YORK CITY POLICE DEPARTMENT

Worksheet : Domestic Incident Report
 Status : Approved
 Report # : DV-2020-104-001182
 Incident Date : 04/30/2020 11:25 Thursday

**INCIDENT INFO**

Jurisdiction: Patrol Response Type: Walk-In
 Unfounded: No Complaint # :
 From: 04/30/2020 11:25 Thursday
 Date Report Taken: 04/30/2020 12:00
 Thursday
 Body Worn Camera?: Unknown

ADDRESS OF OCCURRENCE

Jurisdiction: NYPD
 Address Type: Street Address Location Identifier:
 Building No.: 59-34 Street Name: SUMMERFIELD STREET Unit Type: APARTMENT Unit Number: BSMT
 Borough: Queens
 Pct: 104 Sector: B

VICTIM/P1

Type: Civilian
 Name: Julia Sacta Alias:
 Address Type: NYC
 Building No.: 59-34 Street Name: SUMMERFIELD STREET Unit Type: APARTMENT Unit Number: BSMT
 Borough: Queens State: New York
 Pct: 104 Sector: B
 Contact Type Value
 Phone 347-838-1495
 Sex: Female Self-Identified: If Self-Identified: Race: Ethnicity: Hispanic
 Other Identifier: Date of Birth: 01/15/1954 Age: 66
 Language : SPANISH If other, specify :
 How can we safely contact you?:
 3478391495

SUSPECT/P2

Type: Civilian
 Name: Nube Lucas Alias:
 Address Type: NYC
 Building No.: 59-34 Street Name: SUMMERFIELD STREET Unit Type: APARTMENT Unit Number: 1
 Borough: Queens State: New York
 Pct: 104 Sector: B
 Contact Type Value
 Phone
 Sex: Female Self-Identified: If Self-Identified: Race: Ethnicity: Hispanic
 Other Identifier: Date of Birth: 10/12/1980 Age: 39
 Language : ENGLISH If other, specify :
 Do suspect and victim live together? : Suspect / P2 Present : No Was suspect injured? : No If yes, describe :
 Yes
 Possible drug or alcohol : No
 Suspect supervised : Status Unknown
 Suspect(P2) Relationship to Victim Relative/Other:
 (P1): Child of Victim
 Do suspect and victim have a child in
 common? : No

VICTIM INTERVIEW

Emotional condition of VICTIM? :

Upset , Crying

WHAT WERE THE FIRST WORDS THAT VICTIM SAID TO THE RESPONDING OFFICERS AT THE SCENE REGARDING THE INCIDENT?

I have a Problem with my daughter

Did suspect make victim fearful? : Yes If yes, describe : Fearful of daughter causing her stress that will deteriorate her health Weapon used? : No

Gun : No If Other, describe : Access to guns? : No If yes, describe :

Injured? : No If yes, describe : In pain? : No If yes, describe :

Suspect threats? : No If Yes, Threats to :

Strangulation? : No Strangulation :

Visible marks? : No If yes, describe :

SUSPECT**WHAT DID THE SUSPECT SAY (BEFORE AND AFTER ARREST)?****INCIDENT NARRATIVE****BRIEFLY DESCRIBE THE CIRCUMSTANCES OF THIS INCIDENT:**

P1 did walk into 104 PCT to make a report against P2 here daughter. P1 states that P2 keeps telling her she is going to kick her out of her home. P1 feels that with all the stress that P2 causes her she will get ill. P2 states her daughter is disrespectful towards her. no injuries. No weapons, no guns at home. P2 is unemployed has a vehicle with NY plates unk make model has FB but unsure of her account name, can be found at home no other family in NYC

EVIDENCE

Evidence present? :

Photos Taken :

Other Evidence :

Destruction of property? : If Yes, Describe :

Media Type	File Name / Description	Photo Taken At	Photo Taken By	Hash Value
Not Available for VIEW	20200430083404_20043016331 9-3855197.pdf			

OFFENSE

Offense committed? : No Was suspect arrested? : No Non-Arrest Reason : No Offense Committed If Other :

PRIOR HISTORY**DESCRIBE VICTIM'S PRIOR DOMESTIC INCIDENTS WITH THIS SUSPECT (LAST, WORST, FIRST):**

prior dispute

HAS SUSPECT EVER

Threatened to kill you or your children? : No Strangled or choked you? : No Beaten you while you were pregnant? : No

Is suspect capable of killing you or children? : No Is suspect violently and constantly jealous of you? : No Has the physical violence increased in frequency or severity over the past 6 months? : No

If the Victim answers "yes" to any questions in this box refer to the NYS Domestic and Sexual Violence Hotline at 1-800-942-6906 or Local Domestic Violence Service Provider.

ADDITIONAL INFORMATION

Is there reasonable cause to suspect a child may be the victim of abuse, neglect, maltreatment or endangerment? : No

Was DIR given to the victim at the scene? : Yes If no why? : Was victim rights notice given to the victim? : Yes If no why? :


Interpreter Used : No Interpreter Requested : No Last Name: First Name:

Interpreter Service Provider:

DIR Repository checked? : Yes

Order of Protection Registry checked? : Yes Order of Protection In effect? : No Order Of Protection Type:

710.30 completed? :

DEPARTMENT PERSONNEL				
REPORTING OFFICER				
Agency: New York City Police Department		Command: 104	Command Description: 104 PRECINCT NCIC Number: 03030	
Tax Number: 953340	Rank: POLICE OFFICER FEM	Last Name: ROSALEZ	First Name: ERICA	
STATEMENT OF ALLEGATIONS/SUPPORTING DEPOSITION				
Statement written in Spanish				
SCANNED DOCUMENT				
Media Type		File Name / Description		
		20200430083404_200430163319-3855197.pdf		
ENTERED BY				
Agency: New York City Police Department		Command: 104	Command Description: 104 PRECINCT NCIC Number: 03030	
Tax Number: 952617	Rank: POLICE OFFICER MALE	Last Name: CORONADO	First Name: COLINTON	
ENDORSEMENT HISTORY				
Submitted By:	Approved/Rejected By:	Note:	Status:	Endorsement Date:
COLINTON CORONADO 952617 POM 104 PRECINCT New York City Police Department 03030	GEORGE A HELLMER 923940 LT 104 PRECINCT New York City Police Department 03030	.	Approved	04/30/2020 16:59 Thursday